

MAY 17 2016

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Pro Se

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

IN RE  
CHERYL KAE STITES

Debtor.

Bankruptcy Case No.: 14-35071-  
rld7

Adversary No. 16-03013-rld

DEFENDANT VINCENT  
HOWARD AND HOWARD  
LAW, P.C.'S ANSWER

UNITED STATES TRUSTEE,  
Plaintiff,

v.

VINCENT HOWARD, HOWARD LAW,  
P.C., ERIK GRAEFF, LAW OFFICES OF  
ERIK GRAEFF, P.C.,

Defendants.

1 Defendant Vincent Howard, on behalf of himself and Howard Law, P.C., for  
2 whom he is the sole shareholder (collectively "Howard"), answers Plaintiff's  
3 Complaint as the allegations pertain to Howard as follows:  
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5  
6 1. Howard denies the allegations in paragraph 1.

7 2. Howard denies the allegations in paragraph 2.

8 3. Howard is without knowledge or information sufficient to form a belief as to the  
9 truth of the allegations in paragraph 3 and therefore denies them.

10 4. Howard is without knowledge or information sufficient to form a belief as to the  
11 truth of the allegations in paragraph 4 and therefore denies them.

12  
13 5. Howard admits the allegations in Paragraph 5 as they pertain to Vincent  
14 Howard, the individual, but denies the allegations as they pertain to Howard Law,  
15 P.C.

16 6. Howard admits the allegations in paragraph 6.

17 7. Howard admits the allegations in paragraph 7.

18 8. Howard admits the allegations in paragraph 8.

19 9. Howard admits the allegations in paragraph 9.

20 10. Howard admits the allegations in paragraph 10.

21 11. Howard admits the allegations in paragraph 11.

1 12. Howard denies the allegations in paragraph 2.

2 13. As the allegation pertain to Stites, Howard denies the allegation in paragraph

3 13.

4 14. Howard denies the allegation in paragraph 14.

5 15. Howard admits the allegations in paragraph 15.

6 16. Howard is without knowledge or information sufficient to form a belief as to  
7 the truth of the allegations in paragraph 16 and therefore denies them.

8 17. Howard is without knowledge or information sufficient to form a belief as to  
9 the truth of the allegations in paragraph 17 and therefore denies them.

10 18. Howard is without knowledge or information sufficient to form a belief as to  
11 the truth of the allegations in paragraph 18 and therefore denies them.

12 19. Howard is without knowledge or information sufficient to form a belief as to  
13 the truth of the allegations in paragraph 19 and therefore denies them.

14 20. Howard admits Graeff signed a Local Counsel Engagement Letter with  
15 Howard.

16 21. Howard admits he signed a Local Counsel Engagement Letter. The terms of the  
17 letter speak for themselves and Howard therefore denies the remaining allegations  
18 contained in paragraph 21.

19 22. Howard admits he signed a Local Counsel Engagement Letter. The terms of the  
20  
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1 Letter speak for themselves and Howard therefore denies the remaining allegations  
2 contained in paragraph 22.

3 23. Howard admits he signed a Local Counsel Engagement Letter. The terms of the  
4 Letter speak for themselves and Howard therefore denies the remaining allegations  
5 contained in paragraph 23.

6  
7 24. Howard admits he signed a Local Counsel Engagement Letter with Graeff. The  
8 terms of the

9 Letter speak for themselves and Howard therefore denies the remaining allegations  
10 contained in paragraph 24.

11 25. Howard admits Graeff signed an amendment to the Local Counsel Engagement  
12 Letter. The terms of the amendment speak for themselves and Howard therefore  
13 denies the remaining allegations contained in paragraph 25.

14 26. Howard admits the allegations in paragraph 26.

15 27. Howard admits the allegations in paragraph 27.

16 28. Howard is without knowledge or information sufficient to form a belief as to  
17 the truth of the allegations in paragraph 28 and therefore denies them.

18 29. Howard is without knowledge or information sufficient to form a belief as to  
19 the truth of the allegations in paragraph 29 and I therefore denies them.

20 30. Howard admits that Stites entered into the Howard Engagement Agreement  
21 ("HEA"), the terms of which speak for themselves.

1 31. Howard admits that Stites entered into the HEA, the terms of which speak for  
2 themselves.

3 32. Howard admits that Stites entered into the HEA, the terms of which speak for  
4 themselves.

5 33. Howard admits that Stites entered into the HEA, the terms of which speak for  
6 themselves.

7 34. An attorney who was a member of Howard Nassiri was licensed to practice law  
8 in Oregon and therefore providing Stites with the information set forth in  
9 paragraph 34 would have been inaccurate.

10 35. Howard admits the Howard Engagement Agreement ("HEA"), the terms of  
11 which speak for themselves.

12 36. Howard admits that Stites advised Howard Nassiri that she was earning \$1,300  
13 at the time of the engagement.

14 37. Howard is without knowledge or information sufficient to form a belief as to  
15 the truth of the allegations in paragraph 37 and therefore denies them.

16 38. Howard admits the Howard Engagement Agreement ("REA"), the terms of  
17 which speak for themselves.

18 39. Howard denies the allegations in in paragraph 39.

19 40. Howard admits the allegations in paragraph 40.

20 41. Howard admits the allegations in paragraph 41.

1 42. Howard admits the allegations in paragraph.

2 43. Howard admits that Stites entered into the HEA, the terms of which speak for  
3 itself. Howard, therefore, denies the remaining allegations contained in paragraph  
4 43.

5  
6 44. Howard is without knowledge or information sufficient to form a belief as to  
7 the truth of the allegations in paragraph 44 and therefore denies them.

8 45. Howard admits that a letter was sent to Stites on March 26, 2012, the content of  
9 which speaks for itself.

10 46. Howard admits that a letter was sent to Stites on March 26, 2012, the content of  
11 which speaks for itself.

12  
13 47. Howard admits that Stites signed the Howard Limited Scope Agreement  
14 ("HLSA").

15 48. Howard admits Stites signed the GLSA, the terms of which speak for  
16 themselves, and Howard therefore denies the remaining allegations contained in  
17 paragraph 48.

18  
19 49. Howard admits Stites signed the GLSA, the terms of which speak for  
20 themselves, and Howard therefore denies the remaining allegations contained in  
21 paragraph 49.

22 50. Howard admits the allegations in paragraph 50.

23 51. Howard admits the allegations in paragraph 51.

1 52. Howard admits a letter was sent to Johnson Mark on April 20, 2012, the  
2 content of which speaks for itself.

3 53. Howard denies the allegations in paragraph 53.

4 54. Howard admits the allegations in paragraph 54.

5  
6 55. Howard is without knowledge or information sufficient to form a belief as to  
7 the truth of the allegations in paragraph 55 and therefore denies them.

8 56. Howard denies that a Morgan Drexen representative advised Stites to file  
9 bankruptcy. Howard admits that a Morgan Drexen representative informed Stites  
10 that the Law Office of Erik Graeff could assist her with bankruptcy. Howard  
11 admits that Stites believed that Graeff was a part of Howard Law.

12  
13 57. Howard denies the allegations in paragraph 57.

14 58. Howard is without knowledge or information sufficient to form a belief as to  
15 the truth of the allegations in paragraph 58 and therefore denies them.

16 59. Howard is without knowledge or information sufficient to form a belief as to  
17 the truth of the allegations in paragraph 59 and therefore denies them.

18 60. Howard is without knowledge or information sufficient to form a belief as to  
19 the truth of the allegations in paragraph 60 and therefore denies them.

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21 61. Howard is without knowledge or information sufficient to form a belief as to  
22 the truth of the allegations in paragraph 61 and therefore denies them.

1 62. Howard is without knowledge or information sufficient to form a belief as to  
2 the truth of the allegations in paragraph 62 and therefore denies them.

3 63. Howard is without knowledge or information sufficient to form a belief as to  
4 the truth of the allegations in paragraph 63 and therefore denies them.

5 64. Howard is without knowledge or information sufficient to form a belief as to  
6 the truth of the allegations in paragraph 64 and therefore denies them.

7 65. Howard is without knowledge or information sufficient to form a belief as to  
8 the truth of the allegations in paragraph 65 and therefore denies them.

9 66. Howard admits the allegations in paragraph 66.

10 67. Howard is without knowledge or information sufficient to form a belief as to  
11 the truth of the allegations in paragraph 67 and therefore denies them.

12 68. Howard is without knowledge or information sufficient to form a belief as to  
13 the truth of the allegations in paragraph 68 and therefore denies them.

14 69. Howard is without knowledge or information sufficient to form a belief as to  
15 the truth of the allegations in paragraph 69 and therefore denies them.

16 70. Howard admits the Rennie Fee Disclosure, the terms of which speak for  
17 themselves, and Howard therefore denies the remaining allegations contained in  
18 paragraph 70.

19 71. Howard is without knowledge or information sufficient to form a belief as to  
20 the truth of the allegations in paragraph 71 and therefore denies them.



1 72. Howard admits the allegations in paragraph 72.

2 73. Howard is without knowledge or information sufficient to form a belief as to  
3 the truth of the allegations in paragraph 73 and therefore denies them.

4 74. Howard admits the allegations in paragraph 74.

5 75. Howard admits the Clements Stipulated Order, the terms of which speak for  
6 themselves, and Howard therefore denies the remaining al legations contained in  
7 paragraph 75.

8 76. Howard admits the allegations in paragraph 76.

9 77. Howard admits the allegations in paragraph 77.

10 78. Howard admits the allegations in paragraph 78.

11 79. Howard admits the allegations in paragraph 79.

12 80. Howard admits that he provided documents to plaintiff in advance of the Rule  
13 2004 Examination of Vincent Howard, the contents of which speaks for  
14 themselves.

15 81. Howard is without knowledge or information sufficient to form a belief as to  
16 the truth of the allegations in paragraph 81 and therefore denies them.

17 82. Howard is without knowledge or information sufficient to Conn a belief as to  
18 the truth of the allegations in paragraph 82 and therefore denies them.

19 83. Howard is without knowledge or information sufficient to form a belief as to  
20 the truth of the allegations in paragraph 83 and therefore denies them.

1 84. Howard is without knowledge or information sufficient to form a belief as to  
2 the truth of the allegations in paragraph 84 and therefore denies them.

3 85. Howard admits that Howard Law, P.C., has entered into engagement for legal  
4 representation with clients outside of California. Howard denies the remaining  
5 allegations in paragraph 85.  
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7  
8 FIRST CLAIM FOR RELIEF  
9 Against Graeff and Graeff Law  
10 Refund of Fees  
11 11 U.S.C. § 329(b)

12 86. Howard admits and denies the allegations of paragraphs 1-85 as initially  
13 admitted and denied.

14 87. Plaintiff makes no allegations in paragraph 86 concerning Howard.

15 SECOND CLAIM FOR RELIEF  
16 Against Howard and Howard Law  
17 Civil Penalty for Misrepresenting Services  
18 11 U.S.C. §§ 526(a)(3), 526(c)(5)

19 88. Howard admits and denies the allegations of paragraphs 1-85 as initially  
20 admitted and denied.

21 89. Howard denies the allegations in paragraph 89, 90 and 91.

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1 THIRD CLAIM FOR RELIEF  
2 Against Graeff and Graeff Law  
3 Civil Penalty for Misrepresenting Services  
11 U.S.C. §§ 526(a)(3), 526(c)(5)

4 92. Howard admits and denies the allegations of paragraphs 1-85 as initially  
5 admitted and denied.

6 93. Plaintiff makes no allegations in paragraphs 93, 94 and 95 concerning Howard.  
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8 FOURTH CLAIM FOR RELIEF  
9 Against Howard and Howard Law  
10 Civil Penalty for Failing to Perform Services  
11 U.S.C. §§ 526(a)(1), 526(c)(5)

11 96. Howard admits and denies the allegations of paragraphs 1-85 as initially  
12 admitted and denied.

13 97. Howard denies the allegations in paragraph 97, 98 and 99.

14 FIFTH CLAIM FOR RELIEF  
15 Against Graeff and Graeff Law  
16 Civil Penalty for Failure to Perform Services  
11 U.S.C. §§ 526(a)(1), 526(c)(5)

17 100. Howard admits and denies the allegations of paragraphs 1-85 as initially  
18 admitted and denied.

19 101. Plaintiff makes no allegations in paragraphs 101, 102 and 103 concerning  
20 Howard.

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1                               SIXTH CLAIM FOR RELIEF  
2                               Against Howard and Howard Law  
3                               Injunction Against Continued Violation of 11 U.S.C. § 526  
4                               11 U.S.C. § 526(c)(5)

5 104. Howard admits and denies the allegations of paragraphs 1-85 as initially  
6 admitted and denied.

7 105. Howard denies the allegations in paragraph 105.

8                               SEVENTH CLAIM FOR RELIEF  
9                               Against Graeff and Graeff Law  
10                              Injunction Against Continued Violation of 1 U.S.C. § 526  
11                              11 U.S.C. § 526(c)(5)

12 106. Howard admits and denies the allegations of paragraphs 1-85 as initially  
13 admitted and denied.

14 107. Plaintiff makes no allegations in paragraph 106 concerning Howard.

15                               EIGHTH CLAIM FOR RELIEF  
16                               Against Graeff  
17                               Discipline and Sanctions under the Bankruptcy Court's Inherent Authority

18 108. Howard admits and denies the allegations of paragraphs 1-85 as initially  
19 admitted and denied.

20 109. Plaintiff makes no allegations in paragraphs 109 and 110 concerning Howard.

1 WHEREFORE, Howard prays for relief as follows:

2 A. For an Order dismissing Plaintiffs claims against Howard with prejudice;

3 B. For Howard's costs and disbursements; and

4 C. For such other and further relief as this Court deems equitable and just.

5  
6 Dated: May 17, 2016

7 /s/ Vincent Howard  
8 Vincent Howard, Esq. for  
9 Howard Law and Pro Se  
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